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4 Las Vegas, Nevada 89102
(702) 873-4100
5 *Attorneys for Defendant Fabio T. Sunago*

6 **UNITED STATES DISTRICT COURT**

7 **DISTRICT OF NEVADA**

8 WEST NEVADA PRECIOUS METALS,
9 CORP.,

Case No.: CV-S-05-0886-RLH-GWF

10 Plaintiff,

11 vs.

12 FABIO T. SUNAGO, an individual; ALL
13 JAPAN LIQUOR MERCHANT ASSN., a
foreign corporation; DOES I through X,
inclusive,

14 Defendants.

15 **FABIO T. SUNAGO,**

16 Counterclaimant,

17 vs.

18 WEST NEVADA PRECIOUS METALS,
19 CORP., a Nevada corporation; ALBERTO
DoCOUTO, an individual,

20 Counterdefendants.

21 Plaintiff WEST NEVADA PRECIOUS METALS, CORP. ("WNPM"), counterdefendant
22 ALBERTO DoCOUTO ("DoCouto"), and defendant/counterclaimant FABIO T. SUNAGO
("Sunago") have reached a stipulated agreement with respect to the matters in controversy before
23 the Court and hereby request that the Court enter a judgment among these parties pursuant to that
24 agreement. Therefore, the Court, based on the pleadings herein and noting the agreement of the
25 parties, hereby enters the following Judgment.
26
27

1 This Stipulation for Entry of Judgment is entered into with reference to the following
 2 facts, which the parties acknowledge are true and correct.

3 a. On June 20, 2005, WNPM filed a Complaint against Sunago and All Japan
 4 Liquor Merchant Assoc. alleging, among other things, that Sunago breached oral and
 5 written contracts. That lawsuit was entitled West Nevada Precious Metals, Corp. v. Fabio
 6 T. Sunago, et al., and bore the Eighth Judicial District Court's Case No. A505689. That
 7 lawsuit was subsequently removed to this United States District Court for the District of
 8 Nevada and assigned Case No. CV-S-05-0886-RLH-GWF (the "Litigation").

9 b. On September 29, 2006, Sunago filed a Supplemental Answer and
 10 Counterclaim (the "Counterclaim") against WNPM and DoCouto alleging, among other
 11 things, that WNPM and DoCouto breached written contracts they had entered into with
 12 Sunago.

13 c. Pursuant to the July 24, 2003 loan agreement entered into between WNPM
 14 and Sunago (the "Loan Agreement"), which DoCouto personally guaranteed (the
 15 "Guaranty"), WNPM agreed to repay Sunago the \$4.9 million loan he lent it, along with
 16 interest, by July 23, 2006.

17 d. Neither WNPM nor DoCouto have repaid the amounts owing Sunago
 18 pursuant to the Loan Agreement.

19 e. Pursuant to the Loan Agreement and Guaranty, as a result of WNPM's
 20 breach of the Loan Agreement and DoCouto's breach of the Guaranty, WNPM and
 21 DoCouto owe Sunago the principal amount of \$4.9 million plus interest thereon and an
 22 additional \$4.9 million.

23 NOW, THEREFORE, for good and valuable consideration, including the covenants
 24 contained in this Stipulation for Entry of Judgment and the Settlement Agreement entered into by
 25 the parties, the receipt and sufficiency of which is acknowledged, WNPM, DoCouto and Sunago
 26 agree as follows:

27 1. Incorporation. The facts set forth above are incorporated herein by reference.
 28

1 2. Entry of Judgment and Forbearance of Execution Thereon. WNPM and DoCouto
 2 hereby agree, stipulate, confess, and authorize the entry of Judgment against each of them, jointly
 3 and severally, in the sum of \$5,000,000.00, subject to the limitations set forth herein.

4 3. Existing Debt. This Stipulation for Entry of Judgment against WNPM and Sunago
 5 is for debts justly owing Sunago in connection with monies Sunago loaned WNPM, the
 6 repayment of which DoCouto guaranteed, and which debts form the basis of Sunago's
 7 Counterclaim. WNPM and DoCouto expressly stipulate and agree that the sums represented by
 8 this Judgment are presently due and owing Sunago.

9 4. Binding Judgment. WNPM and Sunago acknowledge and agree that this
 10 Stipulation for Entry of Judgment is supported by good and sufficient consideration, and shall
 11 become a legal and binding judgment against WNPM and DoCouto upon entry of this Judgment
 12 in the above-captioned Court. WNPM and DoCouto agree that they have entered into this
 13 Stipulation for Entry of Judgment in good faith, with full knowledge of the facts and
 14 circumstances relating to Sunago's counterclaims. WNPM and DoCouto also acknowledge and
 15 agree that they have carefully considered this Stipulation for Entry of Judgment in its entirety,
 16 have conferred with and been represented by counsel in connection with the Litigation and this
 17 Stipulation for Entry of Judgment, know and understand the contents, and sign the same of their
 18 own free will.

19 5. Retention of Jurisdiction. This matter shall remain on the Court's docket and
 20 Sunago shall be entitled to move the Court for such orders as he may deem necessary in aid of
 21 execution, or for award of additional costs and attorneys' fees expended in the enforcement of
 22 this Stipulation for Entry of Judgment, or for any other orders as may be required in the
 23 satisfaction hereof.

24 6. Parties Bound. This Stipulation for Entry of Judgment is binding upon and shall
 25 inure to the benefit of all parties hereto, and their respective agents, heirs, administrators,
 26 successors, assigns, and executors.

ORDER

Based upon the foregoing Stipulation for Entry of Judgment entered into by and among WNPM, DoCouto and Sunago, and good cause appearing therefor,

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: September 21, 2010

CHIEF UNITED STATES DISTRICT JUDGE

The individuals executing this Stipulation for Entry of Judgment represent or confirm that they are duly authorized to do so, and are similarly authorized to bind each of the signatories to this Stipulation for Entry of Judgment.

CONSENTED TO:

Approved as to Form and Content:

DATED: 2/7/07

DATED: 2/7/07

MCDONALD CARANO WILSON LLP

By: Andrew P. Gordon
ANDREW P. GORDON, ESQ. (#3421)
JOSEPHINE BINETTI McPEAK, ESQ. (# 7994)
2300 West Sahara Avenue, Suite 1000
Las Vegas, Nevada 89102
Attorneys for Defendant Fabio T. Sunago


FABIO T. SUNAGO

Approved as to Form and Content:

DATED: ahio

DATED: 02/07/09

LAW OFFICES OF RICHARD McKNIGHT, P.C.

By: David Mincin
DAVID MINCIN, ESQ.
330 S. Third Street, Suite 900
Las Vegas, Nevada 89101
Attorneys for WNPM and Alberto DoCouto

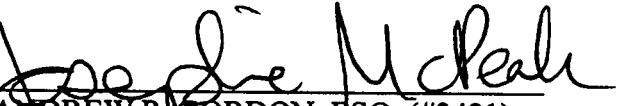
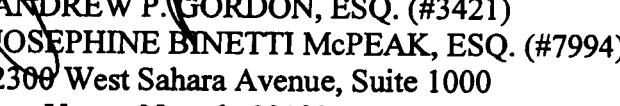

ALBERTO DoCOUTO

1
2 **WEST NEVADA PRECIOUS METALS, CORP.**
3

4 By: 
5 Printed Name: Alberto DoCouto
6 Its: President
7

8 DATED: 02/07/07
9

10 Submitted by:
11

12 MCDONALD CARANO WILSON LLP
13 
14 ANDREW P. GORDON, ESQ. (#3421)
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16 JOSEPHINE BINETTI McPEAK, ESQ. (#7994)
17 2300 West Sahara Avenue, Suite 1000
18 Las Vegas, Nevada 89102
19 702) 873-4100
20 *Attorneys for Defendant Fabio T. Sunago*
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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release of Claims (“Settlement Agreement”) is made by and among West Nevada Precious Metals, Corp. (“WNPM”) and Alberto DoCouto (“DoCouto”) (collectively, “Counterdefendants”) and Fabio T. Sunago (“Sunago”), any one of which individually may hereinafter be referred to as a “Party,” and both collectively may hereinafter be referred to as the “Parties.” In consideration of the mutual covenants and agreements of the parties to this Settlement Agreement, and other good valuable consideration, the parties agree as follows:

RECITALS

- A. On or about June 20, 2005, WNPM filed a Complaint in the case captioned West Nevada Precious Metals, Corp. v. Fabio T. Sunago, et al., Case No. A505689 (the “Lawsuit”), alleging among other things that Sunago breached an oral and written contract. In total, WNPM claimed to be due more than \$117,001,356.00.
- B. On or about September 29, 2006, Sunago filed in the Lawsuit a Supplemental Answer and Counterclaim (the “Counterclaim”) against WNPM and DoCouto. In that Counterclaim, Sunago alleged, among other things, that WNPM and DoCouto breached written contracts they had entered into with him. In the Lawsuit, Sunago claimed damages in excess of \$14,000,000.00.
- C. The Parties have resolved their differences, and hereby enter into this Settlement Agreement to memorialize the terms of that resolution.

AGREEMENT

The parties hereby agree to the following terms, and agree to perform all acts necessary to implement the following Agreement, including signing necessary documents:

1. Payment and Judgment. By February 8, 2010, WNPM and DoCouto shall pay to Sunago the sum of FIVE MILLION DOLLARS (\$5,000,000.00) (hereinafter, the "Settlement Amount"). WNPM and DoCouto shall give Sunago five (5) days prior written notice that payment is being made, so Sunago can direct where payment should be made to. Simultaneous with executing this Settlement Agreement, WNPM and DoCouto shall execute a Stipulation for Entry of Judgment in the form attached hereto as Exhibit 1. If either WNPM or DoCouto breaches this Settlement Agreement, Sunago may file in court an affidavit setting forth the default and the unpaid balance due him under this Settlement Agreement, and may file, record and execute upon the Stipulation for Entry of Judgment. Sunago shall give WNPM and DoCouto written notice if he initiates such action. In the event partial payments are made on the Settlement Amount, the Judgment amount shall be reduced accordingly.

2. Notice. Any notices required pursuant to this Settlement Agreement shall be given as follows:

If to Sunago: Fabio@t3.rim.or.jp

With a copy to: Andrew P. Gordon, Esq.
Josephine G. B. McPeak, Esq.
McDonald Carano Wilson LLP
2300 West Sahara Avenue Suite 1000
Las Vegas, Nevada 89102
Fax: 702-873-9966

If to WNPM and DoCouto:

Alberto DoCouto
10 Placa de Rei Court
Henderson, Nevada 89011

With a copy to: David Mincin, Esq.
Law offices of Richard McKnight
330 South third Street, #900
Las Vegas, Nevada 89101
Fax: 702-388-0108

3. **Mutual Releases.** The Parties hereby mutually release and discharge one another and their respective heirs, executors, administrators, successors, assigns, and anyone claiming through or under them, from any claims, action, causes of action, demands, rights, damages, costs, debts, and controversies of whatever kind, description or nature, known or unknown, which each Party hereto holds against the other, has or claims to have, or at any time owned, held, had, or claimed to have which arise from or in connection with the allegations set forth in the Lawsuit. Sunago's release of WNPM and DoCouto is contingent upon their compliance with this Settlement Agreement, including timely payment in full of the Settlement Amount. However, Sunago shall not seek to recover more than the \$5,000,000 Settlement Amount, plus interest, fees and costs of collection.

Notwithstanding the foregoing, the Parties do not release any claims or affirmative defenses they have against All Japan Liquor Merchant Assn.

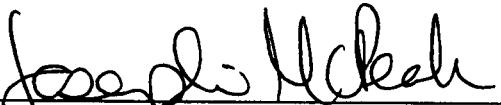
4. Upon execution of this Settlement Agreement, WNPM, DoCouto and Sunago, by and through their respective counsel, shall execute and file in the Lawsuit a Stipulation And Order For Dismissal (in the form attached hereto as Exhibit 2), dismissing all claims each alleges against the others.
5. In the event any legal action or other proceeding becomes necessary to enforce the terms of this Settlement Agreement, the prevailing Party shall recover its costs and reasonable attorneys' fees incurred in such action or proceedings.

6. This Settlement Agreement may be amended, supplemented or modified only by a written document executed by all of the Parties to this Settlement Agreement who are affected by the amendment, supplement, or modification. The Parties have been represented by counsel of their choosing in connection with the preparation, negotiation and execution of this Settlement Agreement.
7. WNPM, DoCouto and Sunago participated in the drafting of this Settlement Agreement. Accordingly, the Parties agree that the Settlement Agreement shall not be construed against WNPM, DoCouto or Sunago based on authorship.
8. This Settlement Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements between the Parties, whether written or oral.
9. This Settlement Agreement shall be construed according to the laws of the State of Nevada. Any action brought to enforce or interpret this Settlement Agreement shall be filed in the federal courts sitting in Las Vegas, Nevada.
10. This Settlement Agreement may be executed in any number of counterparts. Each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement.
11. This Settlement Agreement is executed by the Parties for the sole purpose of compromising and settling the matters involved in this dispute and the Lawsuit, and it is expressly understood and agreed that this Settlement Agreement shall not constitute or be construed to be an admission on the part of any party, or as evidencing or indicating in any degree, an admission of the truth or correctness of any claims asserted.

12. If a court of competent jurisdiction declares any term or provision of this Settlement Agreement invalid or unenforceable (except for the provisions of Paragraph 1 above), the remaining provisions shall remain in full force and effect.
13. This Settlement Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, and assigns of each of the Parties hereto.

Approved as to Form and Content:

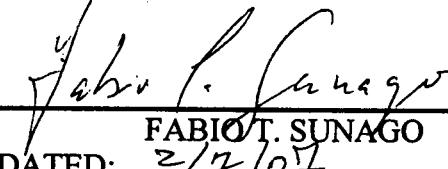
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By: 

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Las Vegas, Nevada 89102

Attorneys for Defendant Fabio T. Sunago

DATED: 2/7/07


FABIO T. SUNAGO
DATED: 2/7/07

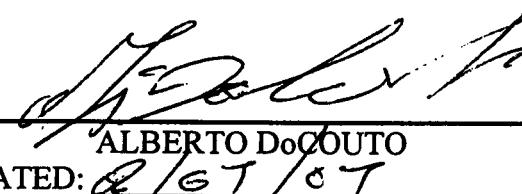
Approved as to Form and Content:

LAW OFFICES OF RICHARD McKNIGHT, P.C.

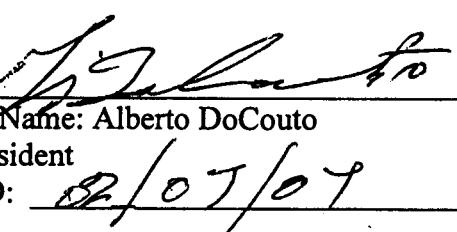
By: 

DAVID MINCIN, ESQ.
330 S. Third Street, Suite 900
Las Vegas, Nevada 89101
Attorneys for WNPM and Alberto DoCouto

DATED: 2/7/07


ALBERTO DoCOUTO
DATED: 2/7/07

WEST NEVADA PRECIOUS METALS, CORP.

By: 

Printed Name: Alberto DoCouto
Its: President
DATED: 2/7/07